

EXHIBIT A

Agreement attached.



Hello,

Enclosed you will find a product addendum that has been signed by Rob McGinnis. Please review the addendum, sign it and return it to me, Whitney Worrell, at your earliest convenience. You may return it to the below address. Please let me know if you have any questions.

Thank you,

Whitney Worrell

9950 Mayland Dr.
Richmond, VA 23233



Circuit City Stores, Inc.
9950 Mayland Drive
Richmond, VA 23233

PRODUCT ADDENDUM [#1856]

This Addendum is entered into as of the Effective Date: 03/01/2005 (the "Effective Date") between Circuit City Stores, Inc. ("Circuit City") and CYBER ACOUSTICS ("Vendor") to set forth certain terms of sale to Circuit City by Vendor of the Products referenced in the attached Product Exhibit.

1. **PAYMENT TERMS.**

(a) The price for each Product sold under this Product Addendum is set forth on the Product Exhibit. The Parties may add additional Products to this Addendum or amend the Product Exhibit for existing Products under this Addendum via an additional Product Exhibit referencing this Addendum. Except as otherwise stated herein, the price for all Products purchased hereunder shall be the price in effect at the time of the receipt of the Products at a Circuit City location. Any listing of suggested retail prices is for point of reference only. This is not an agreement to sell the Products at a certain price, and Circuit City reserves the right, in its sole discretion, to establish the price at which it will sell the Products.

(b) Payment terms are Net 45 days: Receipt Of Goods. Payment will be made by check in U.S. dollars.

2. **FREIGHT**

Unless otherwise set forth by Circuit City in a Purchase Order, freight will be FOB Destination Freight Prepaid. The destination will be set forth in the applicable Purchase Order. Vendor will reimburse Circuit City for charges incurred by Circuit City associated with shipments not in accordance with the terms stated herein.

3. **FUNDING ALLOWANCES.**

N/A

4. **PRICE INCREASE TIMING.**

Except as otherwise stated herein, the price for all Products purchased hereunder shall be the lower of the price in effect at the time of the actual receipt of the Products at a Circuit City location or the lowest price in effect during the shipment or receipt window (as applicable) as set forth in Circuit City's Purchase Order.

5. **PRICE PROTECTION.**

In the event that Vendor lowers its price for the Products, price protection will be provided to Circuit City for all Products in inventory or in transit to Circuit City at the time of the price reduction. This price protection will be taken as a reduction of Circuit City's account balance with Vendor.

Price protection will be calculated based on the invoice cost difference between the old price and the new price when only an invoice cost change occurs. However, in the event that the terms of the program change independently or accompany a price change the Price Protection will be calculated based on Old and New net cost values. Payment is expected via deduct a reduction of Circuit City's account balance with Vendor within 0 days of the notification of the price protection. In the event price protection creates a debit balance, such amounts will be payable via check within 30 days of notification.

6. **RETURNS OF NONCONFORMING PRODUCTS: PRODUCT RECALLS.**

In addition to any other rights it may have at law or in equity, Circuit City may refuse and/or return, at Vendor's expense, any Products which are (i) goods that are nonconforming with the applicable Purchase Order or that are shipped contrary to or not in accordance with the terms of the Purchase Order or any other instruction provided by Circuit City, (ii) shipped in excess of or not covered by the Purchase Order, or (iii) not shipped in standard packaging or containers (collectively, "Refused Products"). Circuit City also has the right to refuse and/or return, at Vendor's expense, any Products subject to a Product recall ("Recalled Products"). If Circuit City has made payment to Vendor for the Refused Products or Recalled Products, then, at Circuit City's option, Vendor will credit or refund such payments to Circuit City promptly upon Vendor's receipt of the Refused Products or Recalled Products, or Circuit City's notice of refusal, whichever occurs first. In the event a refusal or return of Refused Products or Recalled Products creates a debit balance, such amounts will be payable via check within 30 days of notification.

7. **STOCK BALANCING.**

Vendor will provide Circuit City with the ability to return any overstock of product for 100% of the invoice cost paid ("Stock Balancing Returns"). This stock balancing will be taken as a reduction of Circuit City's account balance with Vendor. In the event stock balancing results in a debit balance, such amounts will be payable via check within 30 days of notification.

8. **CUSTOMER RETURNS.**

In lieu of accepting Product returned by Circuit City's customers, Vendor agrees to provide Circuit City with a Product return allowance of 1.00 % per unit of gross purchases. The product return allowance will be deducted by Circuit

City from the Invoice price paid. The amount due is calculated by applying the percentage above to the gross invoice cost. As this is not an earned allowance, this amount will be repaid upon return of the product.

9. PROCEDURES FOR RETURNS.

All Products returned to Vendor for any reason including but not limited to Customer Returns, Stock Balancing Returns, Refused Products, Recalled Products or returns on termination will be returned in accordance with the procedures established by Circuit City from time to time, including but not limited to procedures for resolution of discrepancies in Product quantity and models. Without limiting the generality of the foregoing, Returned Products will be packed by Circuit City to avoid damage in transit. In the event the return of any Returned Products creates a debit balance, such amounts will be payable via check within 30 days of notification.

10. TERM AND TERMINATION.

This Product Addendum will commence on the Effective Date and will continue until the earlier of (i) a period of 12 months, which term will automatically renew for like periods unless either party terminates this Product Addendum by giving notice to the other party at least 90 days prior to the end of the initial or any renewal term of this Product Addendum; (ii) termination by either party with or without cause upon not less than 90 days notice to the other party.

CIRCUIT CITY STORES, INC.

By: 

Name: Robert McGinnis

Title: Buyer

Date: 7/31/05

VENDOR:  Cyber Acoustics

By: 

Name: Dave Dietz

Title: Vendor Representative

Date: 10/3/05

Circuit City Terms of Sale

TERMS: Net 45 Days

FREIGHT: Prepaid to
Distribution Centers

ORDERS: Master Cartons Only

WARRANTY: One Year Limited

DEFECTIVES: 1% DFI in Lieu of Returns

ADVERTISING: None – All Pricing is Net.
Advertising has already been
taken out of pricing

July 2007

Circuit City Terms of Sale

TERMS: Net 60 Days

FREIGHT: Prepaid to
Distribution Centers

ORDERS: Master Cartons Only

WARRANTY: One Year Limited

DEFECTIVES: 1% DFI in Lieu of Returns

ADVERTISING: None – All Pricing is Net.
Advertising has already been
taken out of pricing

October 2007

Circuit City Terms of Sale

TERMS:	Net 60 Days
FREIGHT:	Prepaid to Distribution Centers
ORDERS:	Master Cartons Only
WARRANTY:	One Year Limited
DEFECTIVES:	1% DFI in Lieu of Returns
ADVERTISING:	None – All Pricing is Net. Advertising has already been taken out of pricing

October 2008